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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

MICHAEL LAVIGNE, *et al.*,
Plaintiffs,
vs.
HERBALIFE LTD., *et al.*,
Defendants.

No. 2:18-cv-07480-JAK (MRWx)

JUDGMENT

JS-6

JUDGMENT IS HEREBY ENTERED as follows:

1
2 1. The Settlement of *Lavigne, et al. v. Herbalife, Ltd., et al.*, Case No. 2:18-
3 cv-07480-JAK (MRWx), pending in the United States District Court, Central District
4 of California (the “Action”), on the terms set forth in the Parties’ Stipulation of
5 Settlement, with exhibits (ECF No. 383, collectively, the “Agreement”), and
6 definitions included therein, signed and filed with this Court on May 27, 2022, is
7 finally approved. For the purposes of this Judgment, the court adopts and incorporates
8 the definitions contained in the Agreement. For purpose of clarity, the Corporate
9 Policies referenced in section 5 of the Agreement shall be implemented by or before
10 the date this Judgment becomes “Final,” as defined in the Agreement.

11 2. Plaintiffs’ Motion for Final Approval of Class Action Settlement (ECF
12 No. 401) is GRANTED.

13 3. The following class is granted final certification, for settlement purposes
14 only, under Federal Rule of Civil Procedure 23(a) and (b)(3): “All U.S. Herbalife
15 distributors who purchased tickets to at least two Herbalife Events during the Class
16 Period.” Excluded from the Settlement Class are past and present members of
17 Herbalife’s President’s Team or above (including past and present members of
18 Herbalife’s Chairman’s Club and Founder’s Circle) to the extent those individuals
19 were members of Herbalife’s President’s Team or above throughout the Class Period,
20 including their spouses, heirs, predecessors, successors, representatives, alter egos, or
21 assigns. Also excluded are any U.S. Herbalife distributors who have previously
22 executed a release of the claims that are the subject matter of this litigation. The “Class
23 Period” is from January 1, 2009 through and including April 6, 2023 (the date of the
24 Preliminary Approval Order, ECF No. 396). The “Herbalife Events” means any U.S.-
25 based Herbalife Event (inclusive of Herbalife Corporate Events) including:
26 Extravaganza, Leadership Development Weekend (LDW), Future President’s Team
27 Retreat, Kickoff, Spectacular(s), January Kickoff (JKO), January Spectacular,
28 Herbalife Honors, African American Recruiting Tour, Herbalife Summit, Building

1 Your Business Workshop, Future Millionaire Team Event (FMTE), RSM LA
2 Experience, Galaxy Rally, Success Training Seminar (STS), Herbalife Opportunity
3 Meeting (HOM), Scale to Success, and any Latin market equivalent of these events,
4 including, but not limited to, FSL, Fin de Semana de Liderazgo, Mega Escuela, Latin
5 Recruit Tours, Latin Market Extravaganza, Latin Market LDW, and Latin Market
6 Future President's Team Retreat. Finally, based on the September 8, 2023 Declaration
7 of Eric Miller, the Court holds that Douglas Kwock (HI) and Patricia McDonough
8 (CA) have properly excluded themselves and, therefore, shall not be governed by the
9 releases included in the Agreement or be subject in any way to this Final Judgment.¹

10 4. The Court APPROVES the releases in the Agreement as binding and
11 effective as to all members of the Settlement Classes and permanently barring and
12 enjoining such members of the Settlement Classes from asserting any Released
13 Claims as set forth in each Settlement Agreement.

14 5. The dissemination of the Class Notice in accordance with the terms of
15 the Agreement and this Court's Preliminary Approval Order, as described in the
16 Settlement Administrator's Declaration filed before the Fairness Hearing: (a)
17 constituted the best practicable notice to Class Members under the circumstances; (b)
18 constituted notice that was reasonably calculated, under the circumstances, to apprise
19 Class Members of the pendency of the Action, the terms of the Settlement, and their
20 rights under the Settlement, including, but not limited to, their right to object to any
21 aspect of the proposed Settlement or exclude themselves from the proposed
22 Settlement and to appear at the Fairness Hearing, and the binding effect of this Final
23 Judgment on all persons and entities who did not request exclusion from the Class;
24 (c) were reasonable and constituted due, adequate, and sufficient notice to all persons

25 _____
26 ¹ The Court notes that although Karen Feiger (FL) requested exclusion from the
27 Settlement Class, the September 8, 2023 Declaration of Eric Miller notes that she also
28 submitted a claim. Accordingly, the Court will not exclude her from the Settlement
Class.

1 entitled to be provided with notice; and (d) met all applicable requirements of law,
2 including, but not limited to, the Federal Rules of Civil Procedure, 28 U.S.C. § 1715,
3 the United States Constitution (including the Due Process Clause), and the Rules of
4 this Court, as well as complied with the Federal Judicial Center's illustrative class
5 action notices.

6 6. The claims in the Action are **DISMISSED** on the merits and with
7 prejudice pursuant to the terms set forth in the Parties' Agreement, without costs to
8 any party except as provided in this Final Judgment.

9 7. Plaintiffs' Class Counsel shall take all steps necessary and appropriate to
10 provide Class Members with the benefits to which they are entitled under the terms
11 of the Agreement and pursuant to the Orders of the Court.

12 8. Plaintiffs' Motion for Final Approval of Class Counsel's Attorney Fees,
13 Reimbursement of Expenses, and Service Awards is **GRANTED IN PART**. The
14 Court **GRANTS** an award of Attorneys' Fees in the amount of \$4,000,000 and an
15 additional reimbursement of costs in the amount of \$337,926.03. The Court also
16 **GRANTS** a service award to Plaintiff Patricia Rodgers in the amount of \$28,500,
17 Plaintiff Jennifer Ribalta in the amount of \$28,500, and Plaintiff Izaar Valdez in the
18 amount of \$17,100.

19 9. The Court also **GRANTS** the payment of administrative costs to A.B.
20 Data in the amount of \$840,269.81. The Court reserves the right to award additional
21 administrative costs to A.B. Data upon the showing of good cause in a subsequent
22 motion.

23 10. The Court **APPROVES** the plan of allocation contained in Section 4 of
24 the Agreement.

25 11. The Court retains continuing jurisdiction over the parties and the Action.
26 This Court expressly retains jurisdiction as to all matters relating to the administration,
27 consummation, enforcement and interpretation of the Agreement and of this Final
28 Judgment, and for any other necessary purpose.

1 12. Accordingly, pursuant to Federal Rule of Civil Procedure 58, and subject
2 to continuing jurisdiction with respect to any issues that arise as to the implementation
3 of the Settlement and related matters, the Clerk of the Court is directed to enter this
4 Final Judgment **DISMISSING** the action **WITH PREJUDICE**.

5
6 **IT IS SO ORDERED.**

7
8 Dated: November 16, 2023



John A. Kronstadt
United States District Judge